# OP \$40,00 3086

# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Amerisave Mortgage Corporation		07/28/2008	CORPORATION: GEORGIA

### **RECEIVING PARTY DATA**

Name:	Mortgage Management Solutions LLC	
Street Address:	4143 Randall Court	
City:	Atlanta	
State/Country:	GEORGIA	
Postal Code:	30327	
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA	

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3086032	AMERISAVE

# **CORRESPONDENCE DATA**

Fax Number: (404)541-4637

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-816-6500

Email: nhemphill@kilpatrickstockton.com

Correspondent Name: William H. Brewster
Address Line 1: 1100 Peachtree Street

Address Line 2: Suite 2800

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	52432-318839
NAME OF SUBMITTER:	Nachele Hemphill
Signature:	/Nachele Hemphill/
Date:	07/29/2008

900112383 TRADEMARK REEL: 003824 FRAME: 0174 Total Attachments: 2 source=52432-318839 Trademark Assignment#page1.tif source=52432-318839 Trademark Assignment#page2.tif

> TRADEMARK REEL: 003824 FRAME: 0175

# TRADEMARK ASSIGNMENT AGREEMENT

This Agreement is made by and between Amerisave Mortgage Corp., located at One Capital City Plaza, 3350 Peachtree Road, 10th Floor, Atlanta, Georgia 30326 ("Amerisave") and Mortgage Management Solutions LLC, located at 4143 Randall Court, Atlanta, Georgia 30327 ("MMS").

WHEREAS, Amerisave is the owner of the AMERISAVE service mark for use in the financial services industry, (the "AMERISAVE Mark");

WHEREAS, Amerisave is the owner of U.S. Trademark Reg. No. 3086032 of the AMERISAVE Mark covering "financial services, namely, mortgage banking, mortgage brokering, mortgage lending, [and] consumer lending" (the "AMERISAVE Registration"); and

WHEREAS, MMS wishes to acquire the rights to the AMERISAVE Mark and the AMERISAVE Registration;

NOW THEREFORE, in consideration of the mutual promises recited in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- 1. <u>Assignment</u>. For \$10.00, Amerisave assigns, grants, and delivers (and further agrees to assign, grant, and deliver), exclusively to MMS, all rights, titles, and interests of every kind and nature whatsoever, in and to the AMERISAVE Mark and the AMERISAVE Registration, including all goodwill associated with the AMERISAVE Mark and the AMERISAVE Registration.
- 2. <u>Severability</u>. If any condition or provision of this Agreement is held invalid or unenforceable, it shall be given its nearest legal meaning. The remainder of the Agreement shall not be affected, and each condition or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 3. <u>Modification</u>. The terms of this Agreement may not be modified by oral agreement but may only be modified by a written agreement signed by both parties.
- 4. <u>Section Titles</u>. The section titles in this Agreement are for convenience only and have no legal or contractual effect.
- 5. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to its conflicts of laws rules.
- 6. <u>Multiple Originals</u>. This Agreement may be executed in separate, identical counterparts, any one of which when executed and delivered shall be an original, and all of which together shall constitute one and the same instrument.

7. <u>Entire Agreement</u>. This Agreement expresses the final agreement and understanding between the parties regarding the AMERISAVE Mark and the AMERISAVE Registration. Any and all prior agreements, understandings, and representations are terminated and cancelled in their entirety and are of no further force or effect.

To implement this Agreement, the parties have caused it to be executed as of the date signed by the last party as indicated below:

AMERISAVE MORTGAGE CORPORA- TION	MORTGAGE MANAGEMENT SOLUTIONS LLC		
By: La Madr		Po Mach	
By: / of / law	By:	15 Plach	
Name: Patrick Markary	Name:	Patrick Markert	
Position: CEO	Position:	Owner	
Date: 7-28.2008	Date:	7.28.700	